

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
LIMELIGHT LTD,

Plaintiff,

-against-

ARMINAK & ASSOCIATES, INC.,

Defendant.
-----X

Docket No.: 08 cv 5139

**CONSENT TO
CHANGE ATTORNEYS**

IT IS HEREBY CONSENTED that *Pepparo Zappone & Associates by Robert Pepparo, Esq.* with an office located at *305 Broadway, Suite 1401 NY NY 10013*, be substituted as attorney(s) of record for Defendant, ARMINAK & ASSOCIATES, INC., in the above-entitled action in place and in stead of the Lewis Brisbois Bisgaard & Smith, LLP as of the date hereof.

PLEASE TAKE NOTICE that facsimile signatures shall be deemed originals for purposes of this Consent, and the parties agree that the Consent may be filed with the Court with such facsimile signatures.

Dated: New York, New York
July 2, 2008

LEWIS BRISBOIS BISGAARD &
SMITH, LLP

By: 

John Doody
Outgoing Counsel

By: 

Incoming Counsel

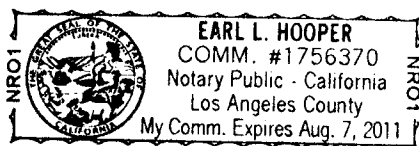
08/25/2008


ARMINAK & ASSOCIATES, INC.

By: 

STATE OF) California
S.S.:)
COUNTY OF) Los Angeles

On this 21 day of August, 2008, before me personally came, to me known to be the same person described in and who executed the foregoing consent and acknowledged to me that she executed the same.




NOTARY PUBLIC
Earl L. Hooper, Notary Public

SO ORDERED:

J.S.C



GARRETT & TULLY, P.C.

ATTORNEYS AT LAW

AUTHOR'S E-MAIL
ttran@garrett-tully.com

REPLY TO
Pasadena Office

OUR FILE NO.
91533-001

August 22, 2008

Via Overnight Delivery

Robert Popescu, Esq
Law Firm of Popescu Iosepovici & Associates
225 Broadway, Suite 1901
New York, New York 10007

Re: *Limelight Ltd. v. Arminak & Associates, Inc.*
United States District Court Case No. 08 CV 5139

Dear Mr. Popescu:

Enclosed please find the original Consent to Change Attorneys executed by Ms. Helga Arminak and prior counsel John Doody.

Kindly provide us with a conformed copy of same once the substitution is processed with the court.

Should you have any questions or comments, please do not hesitate to contact our office.

Very truly yours,

GARRETT & TULLY, P.C.


TRANG T. TRAN

TTT/bp
Enclosure
15382.wpd

STEPHEN J. TULLY
ROBERT GARRETT
EFREN A. COMPEÁN
MICHAEL K. DEWBERRY
TOMAS A. ORTIZ
RYAN C. SQUIRE
NATALIA M. GREENE
TRANG T. TRAN

CANDIE Y. CHANG
ANNA DIDAK
TINA ESRAILIAN
DANIELLE GOTCHER
JOHN B. GREENE
ALIA S. HADDAD
ZI CHAO LIN
SCOTT B. MAHLER
RANA NADER
R. JAMES SCHNIEDERS
JENNIFER R. SLATER
TALAR TAVLIAN
TATIANA V. WALLACE

Of Counsel
ROBERT J. MCKAY



GARRETT & TULLY, P.C.

ATTORNEYS AT LAW

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AUTHOR'S E-MAIL
ttran@garrett-tully.com

REPLY TO
Pasadena Office

OUR FILE NO.
91533-001

August 19, 2008

CANDIE Y. CHANG
ANNA DIDAK
TINA ESRAILIAN
DANIELLE GOTCHER
JOHN B. GREENE
ALIA S. HADDAD
ZI CHAO LIN
SCOTT B. MAHLER
RANA NADLER
R. JAMES SCHNIEDERS
JENNIFER R. SLATER
TAIAR TAVLIAN
TATIANA V. WALLACE

Of Counsel
ROBERT J. MCKAY

Via Facsimile and U.S. Mail

Michael B. Kramer, Esq.
150 East 58th Street, 12th Floor
New York, New York 10155

Re: *Limelight Ltd. V. Arminak & Associates, Inc.*
08 Civ. 5139 (LTS)(FM)

Dear Mr. Kramer:

We have just been retained by Arminak & Associates, Inc. We just noticed that a response has not been filed on behalf of Arminak & Associates in the above-referenced matter. Please be informed that we will have a response filed on behalf of Arminak & Associates within a week.

Very truly yours,

GARRETT & TULLY, P.C.

TRANG T. TRAN

TTT:ttt

cc: Robert Popescu, Esq.
15159.wpd

LEGAL ACTION SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT ("Agreement"), dated as of August 19, 2008, is made by and between the Law Firm of Popescu, Iosepovici & Associates (the "Popescu Law Firm") with a business address at 225 Broadway, Suite 1901, New York 10007, (referred to herein as the "Law Firm"), and Arminak & Associates, Inc., (referred to as "You").

YOU AND THE LAW FIRM AGREE AS FOLLOWS:

1. **LEGAL SERVICES TO BE PROVIDED:** You agree that the Law Firm will represent You in connection with the defense of the action entitled Limelight Ltd. v. Arminak & Associates, Inc. now pending in the United States District Court for the Southern District of New York. The Legal Services to be provided by the Law Firm to You include all necessary court appearances, research, investigation, correspondence, preparation and drafting of pleadings and other legal documents, trial preparation, and all other related work needed, subject to the provisions below.
2. **OTHER LEGAL SERVICES:** You and the Law Firm agree to attempt, in good faith, to make any additional agreements to provide Legal Services not covered in this Agreement. Without such separate agreement, the Law Firm, among other things, is not required to do any of the following:
 - A. Provide any legal services concerning or relating to the Matter after the judgment of the trial court, including without limitation, appealing the grant of summary judgment entered against you at the trial court level.
 - B. Appeal or respond to any appeal of any decision(s) of the trial court or any other court or tribunal concerning or relating to the Matter.
 - C. Enforce any judgment or order of the trial court concerning or relating to the Matter.
 - D. Except as set forth specifically in Paragraph 1 herein, represent you in or before any court, administrative agency or other tribunal for or in connection with any other case(s), matter(s) or other proceeding(s) or claim(s).
 - E. Provide any other counsel or representation to or for You.
3. **LEGAL FEES:** The Law Firm's Fee for agreeing to represent You in the Matter and assuming responsibility for the defense of your case, and for all legal services provided to You is \$20,000.00. The firm shall bill against this retainer at the following hourly rates:

Partners: \$390.00 an hour (reduced from \$450.00)
Associates: \$350.00 an hour
Paralegals: \$125.00 an hour

Time is recorded in increments of sixths of an hour. You will be billed a minimum of two sixths of an hour for any activity related to the file, including, without limitation, telephone calls, messages, dictation, drafting, conferences, research, e-mail, fax and other communications, etc. below \$5,000.00, you shall have an obligation to replenish your initial balance to no less than \$10,000.00.
4. **EXPENSES:** In addition to the payment of the above Legal Fee, all expenses associated with this Matter, including without limitation, reports, consultant fees, transcript costs, postage or courier costs, court investigation expenses, witness and expert fees, process-server costs, costs or fees, as applicable. In this regard, You must also provide the such expenses being incurred) before they become due, and upon rec

ARMINAK & ASSOCIATES, INC.

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Azusa, CA 91702
Tel: (626) 358-4804 ext. 206
Fax: (626) 334-1233
Email: helga@arminak-associates.com
www.arminak-associates.com

Helga Arminak
President / CEO